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ATTORNEY AT LAW

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CLEVELAND, 216/835-8200

ELYRIA, 216/323-3331

October 26, 1983

Director,
Waste Management Division
United States Environmental Protection
Agency
Region V (5HR)
230 South Dearborn St.
Chicago, Illinois 60604

Re: United States of America vs.
Chemical Recovery Systems, Inc. •
Case Number: C80-1858
United States District Court
Northern District of Ohio
Eastern Division

Dear Sir:

In compliance with the Consent Decree entered into between Chemical Recovery Systems and the United States, please consider this notice of the intention of Chemical Recovery Systems, to convey the subject property to the prior owners, to wit: Russell W. Obitts and Dorothy Obitts. For your information I am enclosing herewith a draft copy of the Agreement to be entered into between Chemical Recovery Systems, Inc. and Mr. and Mrs. Obitts. If the original is corrected or modified in any manner I will be more than happy to subsequently send you a copy of the final draft.

Please contact me if there are any questions regarding this conveyence.

Very truly yours,

David C. Long
David C. Long

DCL:cas

cc: Kathleen Sutula, Esq.
John Voelpel, Esq.
Anthony Giardini, Esq.
Mr. Peter Shagena
Mr. James C. Freeman

AGREEMENT

This AGREEMENT is entered into the _____ day of _____, 1983 by and between Chemical Recovery Systems, Inc., an Ohio Corporation for profit in good standing, (hereinafter referred to for convenience as CRS) and Russell W. Obitts and Dorothy Obitts, Husband and Wife, (hereinafter referred to for convenience as Obitts).

WHEREAS, CRS purchased from the Obitts property located in Elyria, Ohio and more fully described in Exhibit A which is attached hereto and incorporated herein by reference as if fully rewritten; said property was purchased pursuant to the terms of a written agreement between the parties dated December 30, 1975.

WHEREAS, CRS, at the time of the aforesaid purchase, executed and delivered to the Obitts a Mortgage Deed to the property described in Exhibit A, attached hereto to secure payment of the purchase price.

WHEREAS, CRS subsequently, on or about June 19, 1975, purchased the lot of land described in Exhibit B which is attached hereto and incorporated herein by reference as if fully rewritten, which lot of land is contiguous to the property described in Exhibit A, attached hereto.

WHEREAS, CRS was named as Defendant in an action in the United States District Court, Northern District of Ohio, Eastern Division and styled as United States of America vs. Chemical Recovery Systems, Inc., Case Number C80-1858 and, subsequently, as Third Party Plaintiff, CRS named the Obitts as Third Party Defendants in said action by reason of their having been CRS's predecessor in title to the land described in Exhibit A, attached hereto, said action by the United States of America having raised environmental issues.

WHEREAS, the terms of the aforesaid Mortgage Deed have not been completely complied with and there is now pending in the Court of Common Pleas, Lorain County, Ohio a foreclosure action styled as Dorothy Obitts vs. Chemical Recovery Systems, Inc., Case Number 89282, in which case CRS, as Third Party Plaintiff named Russell W. Obitts as a Third Party Defendant.

WHEREAS, CRS has resolved all issues raised in the aforesaid action by the United States of America as between itself and the Plaintiff, the Third Party action therein is still pending.

WHEREAS, a Consent Decree has been entered into between CRS and the United States of America resolving the issues as represented in the immediately foregoing paragraph and said Consent Decree provides for certain remedial action to be carried out by CRS of which remains the requirement that CRS seed the property described in Exhibit A, attached hereto with appropriate grasses

and, further, that CRS conduct monitoring of the Black River adjacent to the property at the times and in the manner set forth in said Consent Decree over the next two years.

WHEREAS, it is now the desire of the parties hereto to completely settle, compromise and resolve any and all issues as between them which have been raised by or as a part of the Third Party actions pending in the United States District Court and Ohio State Common Pleas Court as aforesaid.

NOW THEREFORE, in consideration of the foregoing and in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

1. CRS shall forthwith convey to the Obitts, by good and sufficient Quit-Claim Deed, the lands described in Exhibits A and B attached hereto.

2. The costs of the remaining remedial actions required to be carried out by CRS as a part of the aforesaid Consent Decree shall be carried out and paid for by CRS and the reasonable cost of said remedial actions shall be secured by one of the following methods, choice of which method shall lie with CRS:

- a. CRS may deposit the reasonable costs of said remedial actions with an Escrow Agent consisting of any attorney-at-law, financial institution or other independent Escrow Agent suitable to the Obitts.

- b. An acceptable guarantee or letter of credit from a recognized financial or banking institution guaranteeing that sufficient funds to pay the reasonable costs of said remedial actions will be available to CRS over the ensuing two year period.
- c. The personal guarantee of the stock holders of CRS for payment of the reasonable costs of said remedial actions.

Although title to and possession of the subject premises will be conveyed to the Obitts, CRS shall retain full responsibility for carrying out the remedial measures required by the aforesaid Consent Decree and the Obitts shall in no way interfere with said remedial measures or otherwise act in such a manner as to impede the completion of same.

3. The Obitts acknowledge that they have received a copy of the aforesaid Consent Decree entered into between CRS and the United States of America and agree not to do anything (whether it be an act of omission or commission) which would constitute a violation of the terms of said Consent Decree and further agree not to permit any agent, tenant or other person or body corporate which may occupy the subject property with the consent of or authorization of the Obitts, to do anything (whether it be by act of omission or commission) which would constitute a violation of said Consent Decree and, further, the Obitts agree to reimburse

CRS for any and all expenses incurred by it as a result of any such violation of said Consent Decree.

4. Except as herein provided, CRS shall hereafter have no further obligation or responsibility regarding the lands described in Exhibit A and B attached hereto; and, in any event, any and all responsibilities of CRS regarding said lands shall automatically terminate upon receipt by CRS of a notice from the United States Environmental Protection Agency, as required by Article X of the said Consent Decree, to the effect the remedial and monitoring provisions of said Decree have been successfully completed.

5. In consideration hereof the parties agree to dismiss with prejudice all causes of action set forth in the Lorain County, Ohio Court of Common Pleas, Case Number 89282, styled as Dorothy Obitts vs. Chemical Recovery Systems, Inc., et al, and to dismiss any and all causes of action between the parties hereto in the United States District Court, Northern District of Ohio, Eastern Division, Case Number C80-1858, styled as United States of America vs. Chemical Recovery Systems, Inc., et al, and the Obitts agree to cause the docket to be marked satisfied in the Lorain County, Ohio Court of Common Pleas, Case No. 89204-82 wherein a Cognovit Judgment was previously granted to Dorothy Obitts as against CRS; further, CRS agrees to hold the Obitts harmless upon any Court Costs in any of the immediately aforementioned actions.

6. With the exception of any rights, duties or responsibilities contained herein, the parties hereby mutually release one another of and from any and all causes of action accruing from the purchase of the lot of land described in Exhibit A, attached hereto by CRS from the Obitts and from any and all causes of action arising or accruing from the ownership, possession or transfer of the lands described in Exhibit A or Exhibit B, attached hereto.

7. The parties agree that this Agreement may be adopted by or incorporated in any Journal Entry in the United States District Court, Northern District of Ohio, Eastern Division in Case Number C80-1858 as notice to all other parties of the contents hereof. Further, the parties acknowledge that a copy of this Agreement has been forwarded to the Director, Waste Management Division, United States Environmental Protection Agency, Region V (5HR) 230 South Dearborn St., Chicago, Illinois 60604 and to the office of the United States Attorney, Cleveland, Ohio, in compliance with the notice requirements set forth in the aforesaid Consent Decree.

IN WITNESS WHEREOF, the parties hereto have, by themselves,
or through their authorized agents, subscribed their names
as of the date first above written.

Witness:

RUSSELL W. OBITTS

DOROTHY OBITTS

CHEMICAL RECOVERY SYSTEMS, INC.

By: _____
JAMES C. FREEMAN, PRESIDENT

PETER SHAGENA, SECRETARY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

CASE NO. C80-1858

vs.

JUDGMENT ENTRY

CHEMICAL RECOVERY SYSTEMS, INC.,
Defendant

The Court finds that Third Party Plaintiff, Chemical Recovery Systems, Inc., and Third Party Defendants, Russell W. Obitts and Dorothy Obitts have entered into an Agreement settling all issues raised between them in the within cause of action, a copy of which Agreement is attached hereto and incorporated herein by reference.

The Court further finds that it is the desire of Chemical Recovery Systems, Inc., to dismiss its Third Party action against Third Party Defendant, Harshaw Chemical Company.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Third Party Complaint of Chemical Recovery Systems, Inc., as against Russell W. Obitts and Dorothy Obitts be and the same is hereby dismissed.

IT IS FURTHER ORDERED that the Third Party Complaint of Chemical Recovery Systems, Inc., as against Harshaw Chemical Company be and the same is hereby dismissed without prejudice.

IT IS FURTHER ORDERED that all previous orders of this Court not otherwise modified herein remain in full force and effect.

David Dowd, Judge

Approval:

CHEMICAL RECOVERY SYSTEMS, INC.

By:

JAMES C. FREEMAN, President

PETER SHAGENA, Secretary

DAVID C. LONG, Attorney for
Chemical Recovery Systems, Inc.

RUSSELL W. OBITTS

DOROTHY OBITTS

ANTHONY GIARDINI, Attorney for
Russell and Dorothy Obitts